

Indebtedness, (ii) depreciation and amortization, (iii) extraordinary losses as defined under generally accepted accounting principles, (iv) losses resulting from the extinguishment of indebtedness or from the sale, exchange or other disposition of capital assets other than in the ordinary course of business, (v) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an Affiliate that does not constitute an extraordinary expense, (vi) losses resulting from any write-down, reappraisal, revaluation or impairment of assets (including, without limitation, intangibles), (vii) any unrealized loss resulting from or relating to changes in the value, including "other than temporary" declines in value, of investment securities or Interest Rate Agreements; and (viii) if such calculation is being made with respect to the Obligated Group, excluding any such expenses attributable to transactions between any Member and any other Member.

*"Facilities"* means all land, leasehold interests and buildings and all fixtures and equipment (as defined in the Uniform Commercial Code or equivalent statute in effect in the state where such fixtures or equipment are located), or, as appropriate, any part or portion thereof, of a Person.

*"Fiscal year"* means the twelve-month period ending September 30 of each year or any other consecutive 12-month period selected by the Obligated Group Agent as the fiscal year for the Members.

*"Fitch"* means Fitch Ratings, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *"Fitch"* shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligated Group Agent by written notice to the Master Trustee.

*"Funded Indebtedness"* means, with respect to any Person, (i) all Indebtedness of such Person for money borrowed or credit extended which is not Short-Term; (ii) all Indebtedness of such Person incurred or assumed in connection with the acquisition or construction of Property which is not Short-Term; (iii) all Short-Term Indebtedness incurred by the Person which is of the type described in Subsection 415(E) hereof; (iv) the Person's Guaranties of Indebtedness that are not Short-Term; and (v) Capitalized Rentals under Capitalized Leases entered into by the Person; provided, however, that Indebtedness that could be described by more than one of the foregoing categories shall not in any case be considered more than once for the purpose of any calculation made pursuant to this Master Indenture.

*"Governing Body"* means, with respect to a Member, the board of directors, board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

*"Government Obligations"* means securities that consist of (a) United States Government Obligations or (b) evidences of a direct ownership in future interest or principal payments on obligations of the type described in subparagraph (a) above, which obligations are held in a custody account by a custodian satisfactory to the Master Trustee pursuant to the terms of a custody agreement.

*"Gross Receipts"* means all receipts, revenues, income and other moneys received by or on behalf of any one or more Members of the Obligated Group, including, but without limiting

the generality of the foregoing, revenues derived from the ownership or operation of Property, including insurance and condemnation proceeds with respect to Property or any portion thereof, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence; provided, however, that gifts, grants, bequests, donations and contributions heretofore or hereafter made and designated or specified by the granting authority, donor or maker thereof as being for specified purposes (other than payment of debt service on Indebtedness) and the income derived therefrom to the extent required by such designation or specification shall be excluded from Gross Receipts.

*“Guaranty”* means all obligations of a Person guaranteeing, or in effect guaranteeing, any Indebtedness, dividend or other obligation of any Primary Obligor in any manner, whether directly or indirectly, including but not limited to obligations incurred through an agreement, contingent or otherwise, by such Person: (1) to purchase such Indebtedness or obligation or any Property constituting security therefor; (2) to advance or supply funds: (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet condition; (3) to purchase securities or other Property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation; or (4) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

*“Historical Maximum Annual Debt Service Requirements”* means the largest total Debt Service Requirements for the fiscal year with respect to which a Maximum Annual Debt Service Coverage Ratio is being calculated or any subsequent fiscal year on the Indebtedness of the Person or Persons involved which was simultaneously outstanding during the fiscal year with respect to which the Maximum Annual Debt Service Coverage Ratio is being calculated.

*“Income Available for Debt Service”* means, for any period, the excess of Revenues over Expenses of the Person or group of Persons involved.

*“Indebtedness”* means, for any Person, (a) all Guaranties by such Person, (b) all liabilities (exclusive of reserves such as those established for deferred taxes or litigation) recorded or required to be recorded as such on the audited financial statements of such Person in accordance with generally accepted accounting principles, and (c) all obligations for the payment of money incurred or assumed by such Person (i) due and payable in all events or (ii) if incurred or assumed primarily to assure the repayment of money borrowed or credit extended, due and payable upon the occurrence of a condition precedent or upon the performance of work, possession of Property as lessee, rendering of services by others or otherwise, and shall include, without limitation, Non-Recourse Indebtedness; provided, that Indebtedness shall not include (a) indebtedness of one Member to another Member, any Guaranty by any Member of Indebtedness of any other Member or the joint and several liability of any Member of Indebtedness issued by another Member, (b) any obligation of a Member under any Interest Rate Agreement, or any obligation to reimburse a bond insurer, financial institution or other Person that has guaranteed or otherwise assured the performance of a Member's obligations under an Interest Rate Agreement, and (c) any obligation to repay moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents.